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Canning Co., 36 Neb. 548. The plaintiff's theory of the case was that the execution of a replevin undertaking would be lawful for the bank, in case some property was involved in which it had an interest to protect, and that he, the plaintiff, had a right to presume that it was for some such purpose in this case. The court does not deny that a banking corporation, might, under certain circumstances, lawfully do what was attempted to be done in this case; but it reasons that the act is so far beyond the general and usual scope of such a business as to put another party, acting with ordinary precaution, on his guard, and cause him to investigate further before relying upon it. The decision follows the holding in the case of *Bailey v. Farmers' Nat'l Bank*, 97 Ill. App. 66, a case upon the same facts. See also, *Best Brewing Co. v. Klassen*, 185 Ill. 37—(Appeal bond in forcible detainer suit between third parties)—*Western Nat'l Bank v. Armstrong*, 152 U. S. 346.

DEED—CONSIDERATION—BONA FIDE PURCHASER.—Benjamin, in 1861, with the moneys of his sister-in-law, Anna, purchased certain lots and executed a declaration of trust declaring that he held the premises in trust for Anna. In 1877, Benjamin died intestate, leaving as his heirs, Joseph, the husband of Anna, and two sisters, Catherine and Margaret. In 1894 the declaration of trust was recorded, and in the following year, the trustee, appointed in the place of Benjamin, conveyed the legal title of the premises to the equitable owner. In 1879, two years after Benjamin's death, Joseph and Anna, his wife, conveyed unto Catherine whatever interest they had in the estate of the said Benjamin. Catherine died in 1886 leaving a will in which she declared that when Joseph paid her the \$7000 he owed her—the consideration named in the deed from Joseph and Anna to Catherine—"he is to receive all the property he gave me as security." The administrator of Catherine, in 1897 sold to one Adamson what had been conveyed to her by Joseph and Anna. In an action by Adamson against Anna to recover the lots, *Held*, that Adamson could not recover them. *Adamson v. Souder* (1903), — Pa. St. —, 55 Atl. Rep. 182.

The court based its holding upon the grounds that Catherine was not a purchaser for value from Joseph, since she parted with nothing to influence her brother to make the conveyance to her, but took it simply as additional security to herself, and when Adamson acquired title to the estate the declaration of trust had been recorded for more than three years. Of these facts the plaintiff could have learned from an examination of the record when he became a purchaser at the orphans' court sale. The authorities are not in accord upon the question whether an antecedent debt is a valuable consideration for an absolute deed or mortgage. The greater number of courts hold, that the grantee in such a case is a *bona fide* purchaser. *Aiken v. Bruen*, 21 Ind. 137; *Haynes v. Eberhardt*, 37 Kans. 308, 15 Pac. Rep. 168; JONES, LAW OF REAL PROP. IN CONVEYANCING, Secs. 285, 286, 287; POMEROY, EQUITY JURISPRUDENCE, Secs. 748, 749. Neither are the authorities agreed upon the question whether the securing of a pre-existing debt is a valid consideration for the giving of a deed or mortgage. The numerical weight of authority, however, holds to the doctrine that a deed or mortgage so given does not constitute the grantee a *bona fide* purchaser for a valuable consideration. *Cary v. White*, 52 N. Y. 138; *Hart v. Bank*, 33 Vt. 252. *Contra*, *Babcock v. Jordan*, 24 Ind. 14; *Frey v. Clifford*, 44 Cal. 335. It is, however, held that a mortgage to secure an antecedent debt is perfectly valid as between the parties and their privies, whatever may be the effect as to purchasers or incumbrancers. *Steiner v. McCall*, 61 Ala. 406; *Turner v. McFee*, 61 Ala. 468.